

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: May 28, 2009

To: All Potential Bidders

Subject: ITB# 08-09-045 – PURCHASE OF ORNAMENTAL TREES AND PALMS

Opening Date: June 18, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'bid proposal' form. Failure to do so may subject the Bidder to disqualification.

Q & A

Q1) The bid language states that it is requesting bids from licensed nurseries; does that exclude qualified landscapers who meet all the credentials required in the bid, that may be able to give competitive pricing, including installation?

A1) Qualified Landscapers may submit bids.

All else remains the same.

Please note receipt of Addendum No. 1 on your Bid Form.

Sincerely

William Garviso, CPPB
Buyer



City of Miami Gardens **INVITATION TO BID**

The City of Miami Gardens is requesting sealed bids from licensed nurseries for the purchase and delivery of ornamental trees.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Office of the City Clerk of Miami Gardens, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169 until 2:00 P.M. on June 18, 2009, at which time they will be opened and read in the Council Chambers by the Procurement Buyer. Proposals received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

"ITB# 08-09-045– PURCHASE OF ORNAMENTAL TREES AND PALMS"

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #08-09-045 or may be found on the City's web site at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

PURCHASE OF ORNAMENTAL TREES AND PALMS
ITB#08-09-045
June 18, 2009

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

1.15 INDEMNIFICATION:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or

expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and

all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.

- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless

specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 LOCAL PREFERENCE:

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.44 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer

shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.45 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.46 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

“ITB# 08-09-045– PURCHASE OF ORNAMENTAL TREES AND PALMS”
June 18, 2009

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, by means of sealed bids, with a licensed nursery(s) to provide ornamental trees on an as-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

It is requested that bidders quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of one (1) year. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of one (1) year. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract. The successful bidder shall notify the City in writing not less than ninety (90) days prior to renewal date of any adjustment in the contract amount.

2.3 METHOD OF AWARD:

The City reserves the right to award this contract to a primary and secondary bidder(s) if it is deemed to be in the best interest of the City. The City will, however, select the primary bidder to order upon availability at the time, as required during the contract period. Prices, quality and availability of the plant material shall all be considered in determining award. The estimated quantities specified are not an actual representation of the amount of trees to be purchased by the city. The type and quantity of trees acquired from this contract will be determined in accordance with budgetary constraints.

Apparent low Bidder must demonstrate ability to furnish plant material/trees as described in size, quality and quantity, City's authorized representative reserves the right to visit the apparent lowest bidder to assure that Bidder meets these requirements prior to award.

Successful bidder(s) awarded shall ensure that proper and sufficient staff, equipment, organization, etc. is provided to deliver all trees meeting or exceeding the specifications denoted herein at a paramount level.

2.4 PAYMENT:

Purchase and Delivery

All proposal prices must include freight prepaid to location specified on purchase order in Miami Gardens, Florida.

Purchase, Delivery and Installation

Payment of 95% of total contract will be made upon final completion and acceptance of this project. The City will pay the contract price minus any liquidated damages and/or other damages upon final completion and acceptance. No down or partial down payments will be made.

Vendor shall submit a lump sum price inclusive of all labor, parts/supplies needed to furnish, deliver, erect, install and warranty all of the material described herein and in the Drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete, and to leave the area in first class condition.

A 5% withholding fee shall be implemented and shall be redeemable upon satisfactory completion of the six (6) month or twelve (12) month warranty period.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents shall presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

2.5 DELIVERY:

The City seeks a source of supply that will provide accurate and timely delivery. The awarded contractor must adhere to the delivery schedule agreed upon with the Public Works Director. If, in the opinion of the Public Works Director, the successful contractor fails at any time to meet the requirements herein, then the contract may be cancelled upon written notice.

No less than 20 trees or palms will be requested per order to any one location.

2.6 ADDITIONS/DELETIONS OF UNITS:

Although this Solicitation identifies specific trees to be delivered, it is hereby agreed and understood that any new trees may be added/deleted to/from this contract at the option of the City, at the awarded price.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.8 SITE INSPECTION: (NOT USED)

2.9 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.9.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.9.2 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.9.3 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

2.10 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: William Garviso, Facsimile: (305) 474-1285, e-mail: wgarviso@miamigardens-fl.gov

2.11 ACCEPTANCE:

Delivery of the trees(s) to the City of Miami Gardens does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the tree(s) meets contract specifications and conditions. The tree(s) will be inspected and accepted by the Public Works Department. Tree(s) must be in conformance with the specifications and exhibit a level of quality and appearance consistence with or exceeding industry standards.

It will be the responsibility of the successful bidder to pick up any tree(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up trees(s), and to redeliver same in five (5) working days after date of pick up.

Trees not in compliance with bid specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

2.12 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: wgarviso@miamigardens-fl.gov The proposal title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) calendar days before the due date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.13 LIQUIDATED DAMAGES:

If the successful Bidder fails to deliver all ordered/tagged trees by date specified, it is understood that \$150.00 per calendar day will be deducted, as liquidated damages, for each day beyond the delivery schedule.

2.14 INSPECTION and TAGGING:

The City of Miami Gardens authorized representative will inspect and approve tagged trees at the nursery/nurseries prior to delivery

2.15 SUB-CONTRACTORS QUALIFICATIONS:

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the City during the bid evaluation period if such action is in the best interest of the City.

2.15 REFERENCES:

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person and telephone number and facsimile

number. It is the responsibility of the bidder to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

2.17 WARRANTY:

Contractor shall provide a Special Warranty in letter or certification form addressed to the City of Miami Gardens, guaranteeing that the vendor installed trees will be maintained in a healthy, vigorous watered condition for twelve (12) months after completion of all initial planting. Any trees or plants, which decline or die are to be replaced immediately and guaranteed for an additional six (6) months. The Contractor at the discretion of the City shall replace any trees not in healthy, vigorous growing conditions after twelve (12) months. The terms of the warranty shall extend to cover all replacement materials.

The City upon award may shorten the warranty period of twelve (12) months to six (6) months, pending budget allocation. The special warranty and maintenance for six or twelve months has the same requirements.

The size, quality and grade of replacements, shall be the same as the current size of surviving trees and of the same species, and the same quality of the plants or trees originally specified.

Contractor will also be required to provide sufficient watering, pruning and weeding as necessary to maintain the replacement trees in a healthy vigorous condition.

The Contractor shall submit the signed Special Warranty along with the billing invoice. A 5% withholding fee shall be implemented and shall be redeemable upon satisfactory completion of the twelve (12) months or six (6) months warranty period. The City shall select length of warranty period upon notice of award.

2.18 COMPLETE PROJECT REQUIRED:

These specifications describe the various plant material/trees required, enumerating or defining the extent of same necessary, but failure to list any classes under scope of the several sections shall not relieve the contractor from delivering any plant material/trees required by any part of these specifications to the satisfaction of the City.

2.19 PROPOSAL SUBMITTAL:

All proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting proposal, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

2.20 BIDDER QUALIFICATIONS:

In order for proposals to be considered, bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

2.21 LATE PROPOSALS:

The City of Miami Gardens cannot accept proposals received after opening time and encourages early submittal.

2.22 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.23 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND THREE COPIES of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.24 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

“ITB# 08-09-045– PURCHASE OF ORNAMENTAL TREES AND PALMS”

June 18, 2009

3.0 MINIMUM SPECIFICATIONS

3.1 PURPOSE:

The purpose of this proposal is to establish a contract, with a licensed nursery(s) to furnish, deliver or install ornamental trees and palms, as described herein. The City reserves the right to select a variety species of plant material.

For orders not requiring installation, the delivery address is:

1050 NW 163rd Drive
Miami Gardens, Florida

Installation may be required on City property, Public Rights of Way, including but not limited to medians and frontage roads.

3.2 QUALITY ASSURANCE/SHADE TREES:

3.2.1 All plant material/trees shall conform to the names given in Hortus Third, 1976 edition. Names of varieties not included therein conform generally with names accepted in the Nursery Trade.

3.2.2 Grades and Standards: All plant material shall be nursery grown except where specified as collected material, and shall comply with all required inspections, grading standards, and plant regulations as set forth by the Florida Department of Agriculture's "Grades & Standards for Nursery Plants," 2nd edition Bob Crawford Commissioner available from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, P.O. Box 1269, Gainesville, FL 3260. All plant materials not listed in the grades and standards for nursery plants shall conform to a Florida #1 as to (1) Health and vitality; (2) Condition of foliage; (3) Root system; (4) Free from pest or mechanical damage; (5) Heavily branched and densely foliated according to the accepted normal shape of the species; (6) Form and branching habit.

3.2.3 Balled and Burlapped (B&B) Plants: These plants shall be properly protected until planted. Plant shall be handled only by the earth ball and not by the plant itself. B&B plant which shows evidence of having been handled by a method other than described above and resulting in a cracked or broken ball or of the roots being loosened within the ball will be rejected.

3.2.4 Root Pruning: Root pruning not less than four weeks prior to delivery and hardened off. Materials grown by a nursery who is a member of Roots Plus Growers are exempt. (Certification must be submitted with Proposal).

3.2.5 Container Grown Plant: Trees shall have trunk flare visible to the first root. First root shall be within the top one (1") inch of soil. Any plant that is "pot burned" or for which the top system is out of proportion (larger) to the size of the container, will not be acceptable.

3.3 DELIVERY AND HANDLING:

3.3.1 Inspection and Transporting: Movement of nursery stock shall comply with all Federal, State and local laws and regulations. Required inspection certificates shall accompany each shipment and shall be filed with the City.

- 3.3.2 All plant material/trees shall be shipped within 24 hours of harvest.
- 3.3.3 Wrap root balls with burlap. Wire wrap burlap if root ball is not sufficiently compacted. Rootballs and/or containers shall be fully hydrated with water before loading. All loads shall be properly protected to prevent wind damage. Trees shall be offloaded with appropriate equipment to prevent damage to the trunks and rootballs. The rootball shall remain fully intact. If trees are dropped or bark damaged during the process they will be rejected.
- 3.3.4 Transport plant material/trees on vehicles large enough to allow trees not to be crowded. Trees shall be covered to prevent wind damage during transit and shall be kept moist, fresh and protected at all times. Such protection shall encompass the entire period which the trees are in transit and being handled.

3.4 SUBSTITUTIONS:

- 3.4.1 Substitutions of plant types or change in the size of plant material will only be permitted upon submission of documented proof that the particular plant type and size specified is not obtainable. The Contractor must submit substitutions that meet City of Miami Gardens requirements for canopy, trunk diameter, species, height, setbacks, etc.
- 3.4.2 Where B&B plants are specified, container grown plants of the same species, etc. may be used provided they meet all specifications. Container material may be substituted for field grown B&B provided they meet all specifications.

3.5 MATERIALS:

- 3.5.1 Florida #1: All plant material shall be no less than Florida #1 at the time of final inspection immediately prior to acceptance by City.
- 3.5.2 Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous, and free from insects, plant diseases, injuries and dead limbs.
- 3.5.3 Branching, Leafing, Measurements and Ball Sizes:
 - Trees: Requirements for the measurement (clear trunk, total spread, and total height shall comply w/requirements set forth by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, 2nd edition, Palms and Trees". Caliper measurement shall be taken six (6") inches above grade if four (4") inches or less. Trees greater than four (4") inches in caliper shall be measured at twelve (12") inches above grade.
 - Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed.
 - Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not affect more than 10% of the total foliage prior to delivery. Loss of foliage caused by seasonal change will not be accepted.

3.6 SITE INSPECTION

In dedicated rights-of-way the contractor must investigate, identify and verify the location of existing overhead and underground utilities to assure that the areas to receive plant material are free of obstructions which would interfere with the

installation and proper growth of plant material. Contractor is responsible for contacting the Utilities.

3.7 STAKING PLANT LOCATIONS

Prior to plant hole excavation, stake plant locations and obtain City's approval.

3.8 INSTALLATION

3.8.1 Plant all palms and trees within 24 hours of digging.

3.8.2 Plant in accordance with the verbal or written planting details as provided by the City.

3.8.3 Setting Plants:

- a. Planting hole shall be excavated at a minimum of two (2) times the diameter of the rootball (Figure 1a.) except where limitations exist due to a planter, wall or adjacent tree roots. Set plants on bottom of backfilled hole so that roots, after settling, are level or slightly above the level of its previous growth condition and the final level of the ground around the plant conforms to the surrounding grade. The City reserves the right to order realignment of plant material after setting.
- b. Set plant material with trunks vertical and normal to their growth prior to transplanting unless otherwise indicated by the City.

3.8.4 Backfilling: Use planting soil as specified. Backfill the bottom two-thirds of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds of the hole, thoroughly puddle with water and fill remaining one-third of hole with planting soil, tamping and watering to eliminate air pockets. Backfill around the rootball using a weed-free, homogeneous planting mixture of 15% sand, 55% Canadian peat moss, and 30% wood products and a small amount of organic soil mix evenly throughout the soil profile. This mixture shall be mixed evenly with 50% from the site excavated soil.

A sample of the planting mixture above shall be provided on site for the Project Supervisor's approval prior to backfilling.

- 3.8.5 Soil PH to be between 6.5 pH - 7.5 pH.
- 3.8.6 Appearance and Consistency: Moist (but not wet), slightly cohesive, friable, not caked, lumpy, or granular. Color shall be brown not black.
- 3.8.7 Purity: Free of wood, trash, metallic items, salt, oil, debris, paper, plastic, roots and root mats, grass, unsanitary material, insect infestation, and stones, over two inches in any dimension.
- 3.8.8 Prior to placing soil, shape the sub-grade to grades, line and cross-sections necessary to provide for (compacted depth) of planting soil as indicated in the planting detail. Clear the sub-grade of stones larger than 2 inches in any dimension, and of concrete, wood construction debris, and other deleterious matter.
- 3.8.9 Moisture retaining crystals are to be mixed hydrated with the backfill according to manufacturer's specifications or at a rate of one cup per 10

sq. ft. Make sure that the backfill mix is thoroughly soaked with water past the point of saturation when the hole is ½ full, and again as the hole is filled, repeating the soaking and filling until no further settling occurs. The backfilled soil height, after settling, shall be at the same level that the tree was growing while in the container or field, which shall be even or slightly higher (not to exceed one inch) than the root ball, than the level of the surrounding existing soil. Four tree fertilizer tablets or equivalent shall be evenly spaced in the backfill at a depth of ½ the rootball. A minimum of 3 inches of mulch is to be installed over the entire area in order to help retain moisture, but not within a 2" radius of any tree trunk, which shall remain mulch free.

- 3.8.10 Palms shall be staked using the triangular method, (5 layers of burlap on the trunk with 2"x4"x1' battens fastened with strapping and 2"x4"x8' stakes spaced evenly around the trunk being careful that no nails penetrate the trunk of the palm.

3.9 MULCHING

Apply 3" of cypress grade A mulch within previously formed water retaining saucer at a minimum radius of 2 ft.

3.10 UTILITY LINES

Vendor is responsible for location and proper digging so as not to damage utility lines; any damage to utility lines shall be borne by the vendor.

The apparent silence of this specification and any supplemental specification as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.

3.11 WATERING: POTABLE OR CITY SOURCE:

Watering shall be done to wet the foliage and soak the soil to a depth of 6 inches. Watering shall be done frequently enough to prevent wilting or leaf drop, and is the responsibility of the Contractor by using potable water.

3.12 FERTILIZER:

Qualities: Packaged fertilizer, bearing analysis of contents. Fertilizer shall be dry, solid (not liquid) type, free flowing, not caked.

1. Analysis (available N+P2-O5+K2-O): 18-26-10 Sulfur coated or equivalent (time release) granular with a minor element package with minimum 3% Magnesium, 2% Manganese and 2% Iron, .02% Boron, .006% Molybdenum, and .07% Cooper.

2. Nitrogen Source: At least 50% of Nitrogen shall be from organic sources.

3. Apply 3-5 lbs. of fertilizer to each planting spread evenly around the top of the rootball after the first three months.

3.13 TREE MAINTENANCE:

3.13.1 Maintenance shall begin immediately after each tree is planted and shall continue through the course of operations on the site, up to six (6) or twelve (12) months after acceptance of each project. **City will determine length of maintenance upon notice of award.**

3.13.2 Trees shall be watered by hose, soaking thoroughly each day for the first two weeks (14 calendar days) and every other day for the following two-week period. Soaking then shall continue on a twice-weekly basis thereafter. All watering is required without regard to an irrigation system.

Tree maintenance shall include watering, pruning, weeding, cultivation, mulching, pest control, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead trees, maintenance of the planting saucer, and all other care needed for proper growth of the plants. Trees rejected during the course of installing shall be removed from the site daily and replaced before the inspection for completion is scheduled.

3.13.3 Any damage during planting/installation resulting from erosion, gullies, washouts or other causes shall be repaired by filling with topsoil (with roadrock base if needed) to match existing grade and surface and tamping (if applicable), including refertilizing, resodding, resurfacing, etc., and at the Contractors expense.

3.13.4 Contractor shall remove any damage fronds as they may occur from storms or vandalism. All sucker growth shall be removed when it occurs.

3.14 GENERAL LOCATION OF WORK:

3.14.1 If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Miami Gardens prior to the final acceptance of the work. Such property shall include but not be limited to: irrigation systems, structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

3.14.2 All work is to be performed on the public right-of-way or City Park. No permission will be given to trespass on adjoining private property without prior written approval by the City.

3.14.3 Contractor shall be responsible to notify residents in the area of planting dates and times.

3.14.4 Contractor shall photograph all sites prior to commencing work and notify the requesting department in writing of the site having pre-existing damage to irrigation systems, structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work.

3.15 PROTECTION:

3.15.1 The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

3.15.2 Contractor shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. Contractor shall exercise extreme caution to eliminate any possibility of damage to any utilities. Prior to commencing of any work at each site the contractor shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the tree removal operations. Inspection of the site shall include seeking any downed power or telephone lines which may be hidden in the undergrowth. If any is found Contractor shall provide a report to the City for notification of the proper authority immediately. No work shall be performed at the site until after such utility damage has been repaired.

- 3.15.3 Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident.
- 3.15.4 All work must be performed following EPA requirements and OSHA safety standards and regulations.

3.16 EMPLOYEES:

- 3.16.1 Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.
- 3.16.2 All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Miami Gardens. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.
- 3.16.3 Contractor shall assign an "On Duty" supervisor who speaks and reads English.

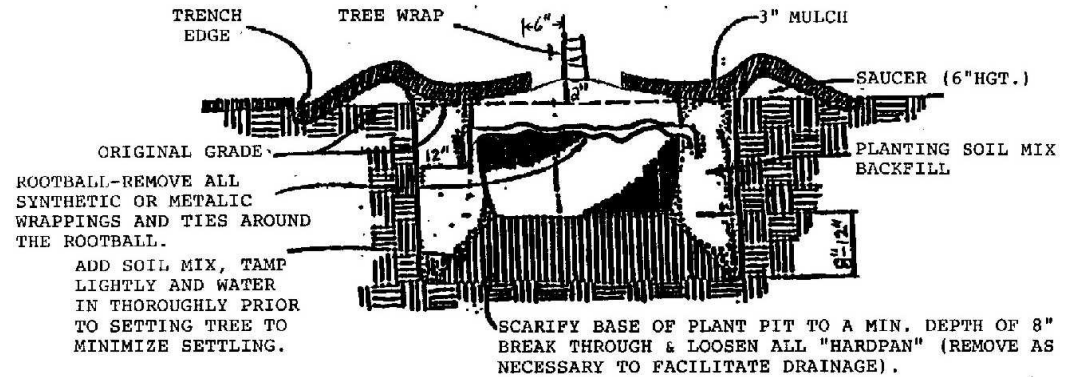
3.17 STORAGE OF MATERIALS:

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

3.17 REMOVAL OF DEBRIS AND CLEANING UP:

- 3.18.1 Prior to acceptance of the work by the City, the contractor shall remove from site all trash and debris and shall dispose of such materials at approved dump sites. Contractor is required to gather and remove all debris found on the area to be cleared, including paper, cans, and any and all vegetations, such as small brush, weed and overgrown grass, that may be left on the site after removal in accordance with applicable Federal, State, local or other governmental requirements and regulations.
NOTE: Contractor will be required to present along with invoices, disposal receipts substantiating proof of the legal disposal of the aforesaid waste.
- 3.18.2 All debris from tree removal operations shall be removed from the site within twenty-four (24) hours after debris has been placed. Cost for removal and disposal shall be included in the unit price. Under no circumstances shall debris be left on any rights-a-ways or other City property overnight, weekends or holidays.
- 3.18.3 Contractor shall leave the area with a finished appearance, all leaves, twigs, branches, limbs, wood chips and sawdust shall be removed.

1. DO NOT ALLOW AIR-POCKETS TO FORM WHEN BACKFILLING.
2. IMMEDIATELY SOAK WITH WATER.
3. DO NOT BREAK ROOTBALL.

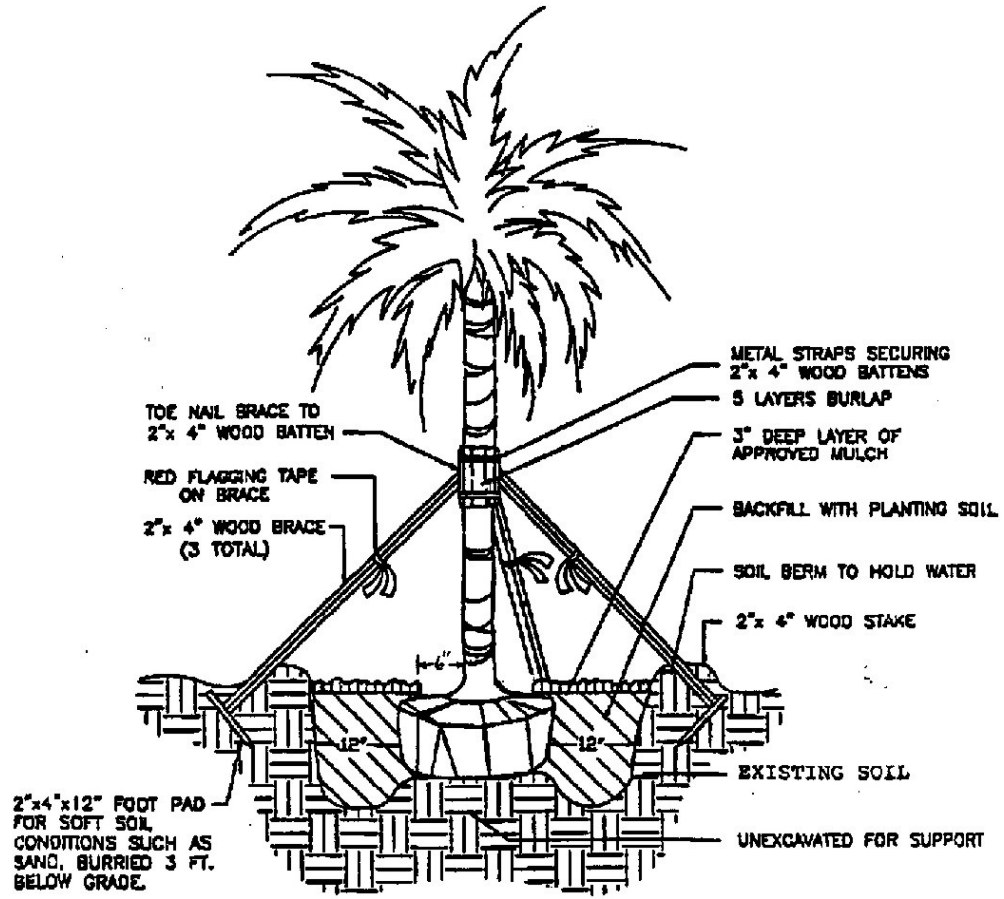


PLANTING PROCEDURE

1. EXCAVATE ROOTBALL PIT.
2. SCARIFY PIT, ADD SOIL MIX & TAMP SUCH THAT TREE IS SET 2" HIGHER THAN ORIGINAL SITE GRADE.
3. BACKFILL W/SOIL MIX & CONSTRUCT SAUCER.
4. COMPLETE BACKFILLING & ADD MULCH.
5. STAKE & GUY SECURELY.

TYPICAL ROOTBALL PIT DETAIL

N.T.S.



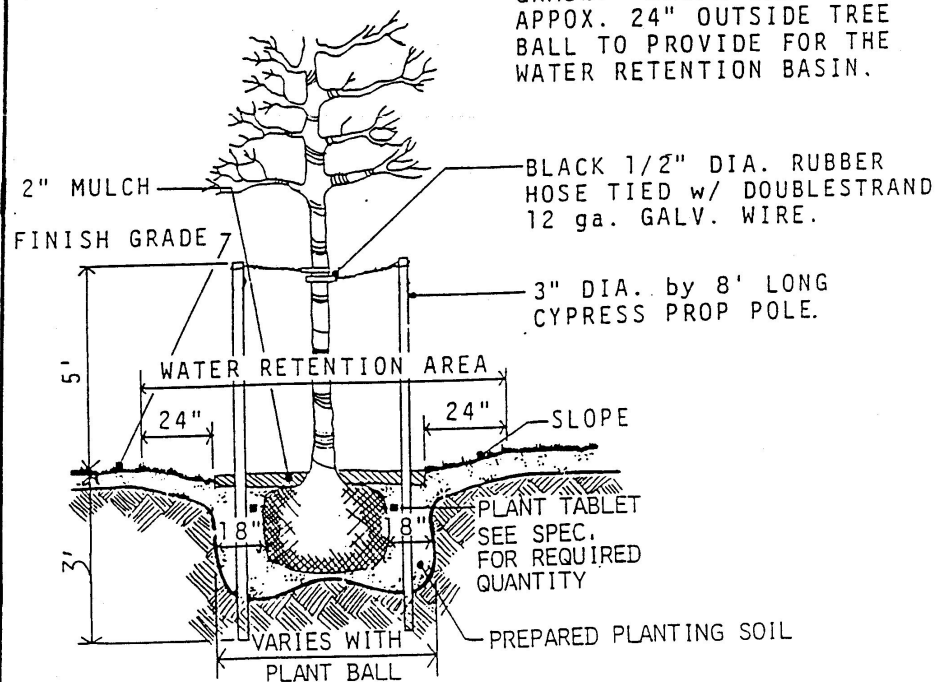
PALM PLANTING DETAIL

N.T.S.

Instructions for: 12' trees

NOTE:

TOP OF TREE BALL TO BE
SET APPROX. 4" BELOW
GRADE. SLOPE GRADE FROM
APPOX. 24" OUTSIDE TREE
BALL TO PROVIDE FOR THE
WATER RETENTION BASIN.



SECTION



PLANTING DETAIL - TREE WITH STAKES
1"-2" CALIPER

3.19 BID CHECK LIST

YES___ NO___ 1. Copy of appropriate License and Permits

YES___ NO___ 2. Proof of ability to obtain insurance

YES___ NO___ 3. Bid Submittal Price

YES___ NO___ 4. Bid signed by authorized representative

YES___ NO___ 5. Vendor Representative Contact information

YES___ NO___ 6. Bid prepared in duplicate

YES___ NO___ 7. Business Tax Receipt

YES___ NO___ 8. Accept VISA Credit Card for payment

YES___ NO___ 9. References listed

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.

BID SUBMITTAL

Deliver Proposal to:

**CITY OF MIAMI GARDENS
CITY CLERK
1515 N W 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169**

**BID #08-09-045
Title: Purchase of Ornamental
Trees and Palms
June 18, 2009**

(Vendor)

agrees to supply labor, equipment, supplies required to provide ornamental trees and palms as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation to furnish and deliver ornamental trees and palms under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the ornamental trees and palms shall be included in this price.

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall insure adequate personnel and equipment to provide specified levels of service.

YES ☐ NO ☐

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service.

YES ☐ NO ☐

Authorized Signature (Manual)

Authorized Signature (Printed)

Date

Corporate Seal

Deliver Proposal to:

CITY OF MIAMI GARDENS
City Clerks Office
1515 NW 167 Street
Bldg 5, Suite 200
Miami Gardens, FL 33169

ITB# 08-09-045
Title: Purchase of Ornamental
Trees and Palms

To be opened and publicly read, Thursday, June 18, 2009 at 2:00 P.M. in Council Chambers.

Vendor Name: _____ **Terms: Proposer see Paragraph 1.2**

Vendor Mailing Address: _____ **F.E.I.D. No:** _____

City, State, Zip Code: _____ **Cashier's Check/Proposal Bond is attached, when required, in the amount of \$_____N/A_____**

Telephone :() _____ **Fax:()** _____ **Toll Free: (800)** _____

Proposal Contact Person (Please print clearly):

=====

The Proposer declares that there has been an examination of the specifications of the work and is informed fully in regard to all conditions pertaining to the scope of services to be provided in accordance with the proposal documents.

All costs for materials, equipment, labor, supervision etc. required to complete the project(s) shall be included in this price.

Shade Trees

ITEM #	SPECIES	MIN., SIZE, SPECS	Est Qty	FURNISH & DELIVER
T1	Bursera simarouba/ Gumbo Limbo	14'-16' ht. x 7'-8' sp 6' ct. B&B*	150	\$_____ each
T1 Alternate	Bursera simarouba/ Gumbo Limbo	10'-12' ht. x 5'-6' sp. 5' ct. B&B*	150	\$_____ each
T2	<i>Simarouba glauca</i> Paradise Tree	14'-16' ht. x 7'-8' sp. 6' ct. B&B*	150	\$_____ each
T2 Alternate	<i>Simarouba glauca</i> Paradise Tree	10'-12' ht. x 5'-6' sp. 5' ct. B&B*	150	\$_____ each

ITEM #	SPECIES	MIN., SIZE, SPECS	Quantity	FURNISH & DELIVER
T3	Cassia surattensis/ Glaucous Cassia	8'-10' ht x 5'-6' sp. B&B*, straight trunk	150	\$_____ each
T4	Filicium decipiens Japanese Fern Tree	12'-14' ht. x 6'-7' sp. B&B*, straight trunk	150	\$_____ each
T5	Lysiloma latisilqua/ Wild Tamarind	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$_____ each
T5 Alternate	Lysiloma latisilqua/ Wild Tamarind	14'-16' ht. x 7'-8' sp. 6' ct., B&B*	150	\$_____ each
T6	Clusia rosea Pitch Apple	10'-12' ht. x 5'-6' sp. B&B*, straight trunk	100	\$_____ each
T6 Alternate	Clusia rosea Pitch Apple	14'-16' ht. x 7'-8' sp. B&B*, straight trunk	100	\$_____ each
T7	Bulnesia arborea Vera Wood	14'-16' ht. x 7'-8' sp. B&B*, straight trunk	150	\$_____ each
T7 Alternate	Bulnesia arborea Vera Wood	10'-12' ht. x 5'-6' sp. B&B*, straight trunk	150	\$_____ each
T8	Peltephorum pterocarpum/ Yellow Poinciana	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$_____ each
T8 Alternate	Peltephorum pterocarpum/ Yellow Poinciana	14'-16' ht. x 7'-8' sp. 6' ct., B&B*	150	\$_____ each
T9	Quercus virginiana/ Live Oak	14'-16' ht. x 7'-8' sp. 6' ct., B&B*	150	\$_____ each
T9 Alternate	Quercus virginiana/ Live Oak	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$_____ each
T10	Coccoloba diversifolia/ Pigeon Plum	10'-12' ht. x 5'-6' sp. B&B*, straight trunk	100	\$_____ each

T11	Swietenia mahogany/ Mahogany	14'-16' ht. x 7'-8' sp. 6' ct., B&B*	150	\$_____ each
T11 Alternate	Swietenia mahogany/ Mahogany	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$_____ each
T12	Tabebuia pallida/ Pink Tabebuia	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$_____ each

T13	magnolia grandiflora southern magnolia	14'-16' ht. x 7'-8' sp. 6' ct., B&B*	150	\$_____ each
T13 Alternate	magnolia grandiflora southern magnolia	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	300	\$

Options:

ITEM #	SPECIES	MIN., SIZE, SPECS	Quantity	FURNISH & DELIVER
option 1	Conocarpus erectus Green Buttonwood	12'-14' ht. x 6'-7' sp. B&B*, straight trunk	150	\$
option 2	Conocarpus erectus sericeus/ Silver Buttonwood	10'-12' ht. x 5'-6' sp. B&B*, straight trunk	150	\$
option 3	Callistemon viminalis Weeping Bottlebrush	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$
option 4	Calophyllum brasil/ Beauty Leaf	10'-12' ht. x 5'-6' sp. B&B*, straight trunk	150	\$
option 5	Ilex cassine/ Dahoon Holly	13'-15' ht. x 5'-6' sp. B&B*, straight trunk	150	\$
option 6	Lysiloma sabicu Weeping Sabicu	14'-16' ht. x 7'-8' sp 6' ct., B&B*	150	\$
option 7	Senna polyphylla/ Dessert Cassia	10 gal., 5'-6' standard	150	\$
option 8	Senna polyphylla/ Dessert Cassia	6'-8' ht. B&B*, standard	150	\$
option 9	Taxodium distichum/ Bald Cypress	10'-12' ht. x 5'-6' sp. 5' ct., B&B*	150	\$

Palms

ITEM #	SPECIES	MIN., SIZE, SPECS	Quantity	FURNISH & DELIVER	FURNISH & INSTALL
P1	Roystonea elata/ Florida Royal Palm	25'ht x 20' spr 15' gray wood, Certified,	50	\$_____ each	\$_____ each/ with 6 month warranty \$_____ each/ with 12 month warranty
P1 Alternate	Roystonea elata/ Florida Royal Palm	35'ht x 25' spr 20' gray wood certified	50	\$_____ each	\$_____ each/ with 6 month warranty \$_____ each/ with 12 month warranty
P2	Wodyetia bifurcata Foxtail Palm	15'-20' ht. B&B 10' c.w. min.	30	\$_____ each	\$_____ each/ with 6 month warranty \$_____ each/ with 12 month warranty
P3	Phoenix dactylifera 'medjool'/ Medjool Date Palm	20'ht x 15' spr 10' c.w., Certified, matched	20	N/A	\$_____ each/ with 6 month warranty \$_____ each/ with 12 month warranty
P3 Alternate	Phoenix dactylifera 'medjool'/ Medjool Date Palm	25'ht x 20' spr 12' c.w. certified	20	N/A	\$_____ each/ with 6 month warranty \$_____ each/ with 12 month warranty
P3 Alternate	Phoenix dactylifera 'medjool'/ Medjool Date Palm	35' ht x 25' spr 14' c.w. certified	20	N/A	\$_____ each/ with 6 month warranty \$_____ each/ with 12 month warranty

***= equivalent gallon size**

30 gallon pot or field grown equivalent must have a minimum 2.5" caliper size

45 gallon pot or field grown equivalent must have a minimum 3" caliper size

How did you learn about this solicitation?

How did you learn about this solicitation?

Daily Business Review _____

City's Web Site _____

DemandStar _____

Other, please list _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

PROJECT: PURCHASE OF ORNAMENTAL TREES AND PALMS
OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 622-8001.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____
2. _____
3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____
2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:
 - B. List all completed lawsuits:
 - C. List all judgments from lawsuits in the last five years:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated_____,**20**__

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

LIST OF SUBCONTRACTORS

The Undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of Work to be performed by each, and that such list will not be added to nor altered without written consent to the City through the City Representative.

<u>SUBCONTRACTOR AND ADDRESS</u>	<u>CLASS OF WORK TO BE PERFORMED</u>
(1) _____ _____	_____
_____	_____
_____	_____
(2) _____ _____	_____
_____	_____
_____	_____
(3) _____ _____	_____
_____	_____
_____	_____
(4) _____ _____	_____
_____	_____
_____	_____
(5) _____ _____	_____
_____	_____
_____	_____
(6) _____ _____	_____
_____	_____
_____	_____
(7) _____ _____	_____
_____	_____
_____	_____
<u>DATE</u> _____ _____	<u>PROPOSER</u> _____

BY: _____

REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:

SERVICE CONTRACTS EXPERIENCE

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of service contract experience. It is mandatory that all service contracts for governmental entities be included (Additional contracts may be submitted on a separate sheet in this format)

CONTRACTING COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	DATE OF CONTRACT, LOCATION AND BRIEF DESCRIPTION OF WORK PERFORMED
1. Company Name:	1.
Address:	
Contact Name:	
Phone: Fax:	
2. Company Name:	2.
Address:	
Contact Name:	
Phone: Fax:	
3. Company Name:	3.
Address:	
Contact Name:	
Phone: Fax:	
4. Company Name:	4.
Address:	
Contact Name:	
Phone: Fax:	

**LIST OF EQUIPMENT AVAILABLE
FOR THIS CONTRACT**

List all equipment which will be dedicated to the delivery and install of ornamental trees and palms as listed in this bid document. (Additional equipment may be submitted on a separate sheet in this format)

EQUIPMENT	NUMBER AVAILABLE	EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt
☐ Other (see instructions) ▶ payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,